

FILED

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CLERK US DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
BY DEPUTY

1 Deborah Tuck
1600 E. Vista Way #85
2 Vista, CA 92084
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4 Plaintiff In Pro Se

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8 **IN THE UNITED STATES DISTRICT COURT**
9 **SOUTHERN DISTRICT OF CALIFORNIA**

10 DEBORAH TUCK,

11 Plaintiff,

12 vs.

13 MERRICK BANK CORPORATION,
14 EQUIFAX INC.,
15 TRANS UNION LLC,
16 EXPERIAN INFORMATION
17 SOLUTIONS INC.,
Does 1-25,

Defendants.

Case No. **16CV0917 JAH MDD**

VERIFIED COMPLAINT FOR DAMAGES

VIOLATIONS OF (TCPA) 47 U.S.C. §227 *et seq.*
VIOLATIONS OF (FDCPA) 15 U.S.C. §1692 *et seq.*
VIOLATIONS OF (FCRA) 15 U.S.C. §1681 *et seq.*
VIOLATIONS OF (CCRAA) Civ Code §1785 *et seq.*
VIOLATIONS OF (CRFDCPA) Civ. Code §1788 *et seq.*
VIOLATIONS OF U.S.C. §1666 *et seq.*

DEMAND FOR DECLARATORY RELIEF
DEMAND FOR JURY TRIAL

COMPLAINT

18 Plaintiff, DEBORAH TUCK, "In Pro Se" alleges the following against
19 MERRICK BANK CORPORATION, EQUIFAX INC., TRANS UNION LLC.,
20 EXPERIAN INFORMATION SOLUTIONS INC. and DOES 1-25 (defendant's):

21 **I. PRELIMINARY STATEMENT**

22 1. This is an action for damages and injunctive relief brought by the plaintiff
23 against the defendant's for numerous strict statutory violations of the Telephone Consumer
24 Practices Act (TCPA) 47 U.S.C. §227 *et seq.*, the Fair Debt Collection Practices Act
25 (FDCPA) 15 U.S.C. §1692 *et seq.*, the Fair Credit Reporting Act (FCRA) 15 U.S.C. §1681
26 *et seq.*, the California Consumer Credit Reporting Agency Act (CCRAA) Civ. Code §1785
27 *et seq.*, the California Rosenthal Fair Credit Reporting Act (CRFCRA) Civ. Code §1788
28 *et seq.*, and 15 U.S.C. §1666 *et seq.* [Correction of Billing Errors].

2. Plaintiff contends that the defendant's have violated such laws by repeatedly harassing the plaintiff in attempts to collect an alleged but nonexistent consumer credit line debt.

II. JURISDICTION AND VENUE

3. Jurisdiction of this Court arises under 47 U.S.C. §227(b)(3), 15 U.S.C. §1692(k)(d), supplemental jurisdiction exists for the state law claims pursuant to 28 U.S.C. §1367, and California Code of Civil Procedure §410.10. Defendant's conduct business in the state of California and therefore personal jurisdiction is established.

4. Venue is proper pursuant to 28 U.S.C. §1391b and California Civil Procedure §3959(a). Venue in this district is proper in that the plaintiff resides here, the defendant transacts business here, and the conduct complained of occurred here.

5. This is an action for damages which exceed \$50,000.00.

III. PARTIES

6. Plaintiff, DEBORAH TUCK (hereinafter "TUCK") is a natural person and resident of the State of California, San Diego County.

7. Upon information and belief defendant MERRICK BANK CORPORATION (hereinafter "MBC") is a foreign corporation, authorized to do business in California, with a corporate headquarters located at South Jordan, Utah. Upon information and belief the registered CEO/Agent is Richard P. Lake.

8. Defendant MBC is an entity which collects consumer debts bringing it well within the ambit of the California Rosenthal Fair Debt Collection Practices Act Civil Code §1788 ("CFDCPA"), and also a consumer creditor which, among other activities, is a "furnisher" of negative consumer credit reports directly to all three (3) aforementioned National credit reporting agencies.

9. EQUIFAX INC., (hereinafter "EI") is a National consumer credit reporting agency (hereinafter "CRA") as defined by 15 U.S.C. §1681(f).

1 10. TRANS UNION LLC., (hereinafter "TU") is a National consumer credit
2 reporting agency or ("CRA") as defined by 15 U.S.C. §1681(f).

3 11. EXPERIAN INFORMATION SOLUTION INC., (hereinafter "EIS") is
4 a National credit reporting agency or ("CRA") as defined by 15 U.S.C. §1681(f).

5 12. All three of the aforementioned CRA's hereto, will be referred to as
6 "*credit bureau defendants*" or "*credit agency defendants*".

7 13. Defendants Does 1 thru 25, are individuals and business entities, form
8 unknown, doing business in the State of California as credit reporting agencies, debt
9 collection agencies, creditors or other persons or entities which engage in consumer
10 credit or reporting negative consumer credit lines to all three (3) National CRA's.

11 **IV. FACTUAL ALLEGATIONS**

12 14. On or about August of 2010, plaintiff TUCK obtained a credit card from
13 defendant MBC. The card (account ending in 5194) was the only MBC account that
14 plaintiff TUCK has ever had. The account was closed within a few months when
15 defendant MBC refused to abide by the Fair Credit Billing Act in reversing
16 illegitimate charges.

17 15. About the same time that the account was closed, defendant MBC began
18 reporting false information about the account to all three (3) CRA's, and continued
19 to do so all the way until today's date despite plaintiff TUCK's four (4) written
20 disputes and requests for re-investigations about the account that were transmitted
21 through the CRA's over the past two years.

22 16. Defendant MBC have repeatedly failed to conduct a proper investigation
23 of plaintiff's disputes and repeatedly failed to inform the CRA's that the account is
24 in dispute. They have also failed to verify or validate the allege debt to date.

25 17. At the time the account was closed, there was a disputed amount balance
26 of less than \$240. Since then defendant MBC, directly and through other entities
27 including third party collection agencies, have been attempting to collect on what
28 they now claim to be a balance of approximately \$1435.

1 **18.** Defendant MBC has never provided plaintiff TUCK with *any* accounting
2 of the alleged debt nor *any* contract or other legal justification for attempting to
3 collect it. In fact, defendant MBC has repeatedly informed plaintiff TUCK that it can
4 find no record of plaintiff TUCK's account, only two (2) other accounts which it
5 falsely claims belonged to plaintiff.

6 **19.** On June 11, 2015, defendant MBC sent plaintiff TUCK a letter indicating
7 that the alleged negative credit line debt had been charged off as of April 30, 2010,
8 yet still continued to accrue interest of 25.9% per year, and still continues to do so to
9 today's date. The letter stated that "This is an attempt to collect a (consumer) debt
10 (claim). Any information obtained will be used for that purpose." and "This
11 communication is from a debt collector."

12 **20.** Plaintiff TUCK has no prior or present established relationship
13 with defendant MBC.

14 **21.** Plaintiff TUCK has no contractual obligation to defendants MBC and
15 does 1-25 to pay them anything.

16 **22.** Plaintiff TUCK has never given defendants MBC and does 1-25
17 express written permission to call plaintiff TUCK's cellular phone more than fifty
18 (50) times, many times more than once in the same business day, between the dates
19 of December 2012 and today's date.

20 **23.** Defendants MBC and does 1-25 violated the TCPA by calling plaintiff
21 TUCK's cell phone numbers (760) 840-1809, (760) 761-9722, (760) 840-1551,
22 (760) 840-1806 from phone numbers (877) 394-5975, (877) 487-5649, (801) 545-
23 6600, (800) 599-2346, (800) 657-1377 more than fifty(50) times, many of these fifty
24 (50) harassing debt collection calls were made in the same business day, [i.e. one
25 day the defendant MBC called her cell phone seven (7) times in one business day]
26 clearly violating 15 U.S.C. §1692c(a) of the (FDCPA).

27 **24.** Plaintiff TUCK alleges that none of the more than fifty (50) harassing
28 consumer debt collection calls placed by defendant MBC and does 1-25 between the

1 dates of December 2012 and today's date were made for emergency purposes,
 2 clearly violating United States Code 47 U.S.C. §227(b)(1)(A)(iii), of the United
 3 States (TCPA) laws.

4 **25.** From December 2012 through today's date defendant MBC violated the
 5 TCPA by leaving more than thirty (30) recorded messages using an automatic
 6 telephone dialing system or artificial or prerecorded voices on plaintiff's cell phones
 7 without prior express written permission.

8 **26.** From December 2012 through today's date defendant MBC asserted a
 9 right which it lacks, to wit, the right to enforce or collect a debt.

10 **27.** On March 27, 2015, MBC illegally requested and received plaintiff
 11 TUCK's consumer credit report, this illegal intrusion into plaintiff TUCK's
 12 consumer credit file constitutes a willful and negligent violation of
 13 15 U.S.C. §1681b which would also be a criminal offense [felony] punishable under
 14 Title 18 U.S.C., the penalty being a fine and or two years imprisonment, and civil
 15 liability exists under within 15 U.S.C. §1681n. This violation may also constitute a
 16 tort claim for identity theft.

17 **28.** On April 27, 2015, Plaintiff TUCK sent defendants MBC and DOES
 18 1-10 a Notice of Intention to Commence Action by Certified Mail Receipt
 19 No # 7015 0640 0000 4511 4072 which to date defendants MBC and DOES 1-10
 20 have fully ignored.

21 **V. COUNT I**
 22 **VIOLATIONS OF THE TELEPHONE COMMUNICATIONS PRACTICES ACT**
 (TCPA) 47 U.S.C. §227 et seq. AGAINST
 DEFENDANTS MBC and DOES 1-25

23 **29.** Plaintiff TUCK re-alleges and restates all of the foregoing jurisdictional
 24 allegations and general factual allegations in paragraphs 1 thru 28 herein.

25 **30.** Defendant MBC has demonstrated willful and knowing non-compliance
 26 with 47 U.S.C. §227(b)(1)(a) by using an automatic telephone dialing system to call
 27 the plaintiff's personal cellular phone numbers which are assigned to the San Diego
 28 cellular service provider T-Mobile and listed on the National Do Not Call List.

1 **31. 47 U.S.C. §227(b)(1)(A) states in part;**

2 (b) RESTRICTIONS ON THE USE OF AUTOMATED TELEPHONE
EQUIPMENT-

3 (1) PROHIBITIONS - It shall be unlawful for any person within the United
4 States, or any person outside the United States if the recipient is within the
5 United States-

6 (A) To make any call (other than a call made for emergency purposes or made
7 only with the prior express written consent of the called party) using any
8 automatic telephone dialing system or an artificial or pre-recorded voice-

9 **32.** Defendant MBC called the Plaintiff TUCK'S cell phone number no less
10 than fifty (50) separate times using an automatic Voice and/or ATDS dialing system.

11 **33.** Plaintiff TUCK has never given MBC express written permission to call
12 the plaintiff's cell phone. There has never been any established business relationship
13 between the two parties and plaintiff TUCK is entitled to damages of \$1,500 per
14 violation pursuant to 47 U.S.C. §227(b)(3)(B).

15 **34.** Defendant MBC has committed more than fifty (50) separate violations
16 of 47 U.S.C. §227(b)(1)(A) and plaintiff TUCK is entitled and to damages of \$500
17 dollars for the first call and \$1500 for each additional call/violation after the first
18 call pursuant to 47 U.S.C. §227(b)(3)(B) as all of those calls were *intentional*.

19 **35.** Plaintiff TUCK over the past several years has sent MBC [via certified]
20 mail numerous written disputes and demands through all three CRA's, [including a
21 Notice to Commence Action] which to date have gone totally ignored by MBC,
22 [Please see "EXHIBIT A" attached herein].

23 **36.** Defendant MBC has continued to this day to report this negative credit
24 line on all three (3) of her Nationally reported credit files, which has greatly
25 impacted plaintiff TUCK's quality of life and ability to obtain credit loans, rental
26 homes and more.

27 **WHEREFORE,** Plaintiff TUCK demands judgement for damages against
28 defendants MBC and DOES 1-10 inclusively, for actual, statutory, and punitive
damages, attorney's costs and fees pursuant to 15 U.S.C. §227(b)(1)(A), together
with such other and further relief as this court may deem reasonable and just under
the circumstances.

VI. COUNT II
VIOLATIONS OF THE FAIR DEBT COLLECTIONS PRACTICES ACT(FDCPA)
15 U.S.C. §1692 et seq. AGAINST DEFENDANTS
MBC and DOES 1-25

37. Plaintiff TUCK re-alleges and restates all of the foregoing jurisdictional allegations and general factual allegations in paragraphs 1 thru 36 herein.

38. Plaintiff is a consumer within the meaning of the (FDCPA) 15 U.S.C. §1692a(3).

39. Defendant Merrick Bank Corporation or MBC is a debt collector within the meaning of 15 U.S.C. §1692a(6).

40. Defendant MBC violated the FDCPA. Defendants violations include, but are not limited to, the following:

a) Defendant MBC violated §1692c(a)(1) of the FDCPA by contacting plaintiff at a time and place known to be inconvenient.

b) Defendant MBC violated U.S.C. §1692d of the FDCPA by engaging in conduct that the natural consequence of this is to harass, abuse, and oppress the plaintiff.

c) Defendant MBC violated §1692d(2) of the FDCPA by using abusive language in an attempt to collect an alleged debt.

d) Defendant MBC violated §1692d(5) of the FDCPA when defendant caused plaintiff's telephone to ring repeatedly and continuously with the intent to annoy, abuse, and harass the plaintiff.

e) Defendant MBC violated §1692e of the FDCPA by making false, deceptive, and misleading representations in connection with the debt collection.

f) Defendant MBC violated 15 U.S.C. §1692e(2) by falsely representing the character, amount, or legal status of any debt.

g) Defendant MBC violated §1692e(4) of the FDCPA by misrepresenting that nonpayment of any debt will result in the arrest or imprisonment of any person.

h) Defendant MBC violated §1692e(5) of the FDCPA threatening to take any action against plaintiff that cannot legally be taken or that is not intended to be taken.

1 i) Defendant MBC violated 15 U.S.C. §1692e(8) by communicating or
2 threatening to communicate to any person credit information which is known or
3 which should be known to be false, including the failure to communicate that a
4 disputed debt was disputed.

5 j) Defendant MBC violated 15 U.S.C. §1692e(10) by the use of any false
6 representation or deceptive means to collect or attempt to collect any debt or to
7 obtain information concerning a consumer.

8 k) Defendant MBC violated 15 U.S.C. §1692e(11) by the failure to disclose
9 in the initial written communication with the consumer that the debt collector is
10 attempting to collect a debt and that any information obtained will be used for that
11 purpose, and the failure to disclose in subsequent communications that the
12 communication is from a debt collector.

13 l) Defendant MBC violated 15 U.S.C. §1692f(1) by the collection of any
14 amount (including any interest, fee, charge, or expense incidental to the principal
15 obligation) unless such amount is expressly authorized by the agreement creating the
16 debt or permitted by law.

17 m) Defendant MBC violated 15 U.S.C. §1692g by, within five (5) days after
18 the initial communication with plaintiff in connection with the collection of any debt,
19 failing to send plaintiff a written notice containing a statement that unless the consumer,
20 within thirty (30) days after receipt of the notice, disputes the validity of the debt, or
21 any portion thereof, the debt will be assumed to be valid by the debt collector; a
22 statement that if the consumer notifies the debt collector in writing the thirty (30)
23 day period that the debt, or any portion thereof, is disputed, the debt collector will
24 obtain verification of the debt or a copy of a judgement against the consumer and a
25 copy of such verification or judgement will be mailed to the consumer by the debt
26 collector; and a statement that, upon the consumers's written request within the
27 thirty (30) day period, the debt collector will provide the consumer with the name
28 and address of the original creditor, if different from the current creditor.

1 **WHEREFORE**, Plaintiff, DEBORAH TUCK, respectfully requests
2 judgement be entered against defendant MERRICK BANK CORPORATION and
3 Does 1-25, for the following:

4 **41.** Declaratory judgement that the defendant's conduct violated the Fair
5 Debt Collection Practices Act,

6 **42.** Statutory damages of \$1,000.00 pursuant to the Fair Debt Collection
7 Practices Act 15 U.S.C. §1692k .

8 **43.** Costs and reasonable attorneys fees pursuant to the Fair Debt Collection
9 Practices Act 15 U.S.C. §1692k.

10 **44.** Any other relief that this Honorable Court deems appropriate.

11
12 **VII. COUNT III**
13 **VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA),**
14 **15 U.S.C. §1681 et seq. WILLFUL OR NON-COMPLIANT**
15 **BY DEFENDANTS MBC, EL, TU, EIS, AND DOES 1-25**

16 **45.** Plaintiff TUCK re-alleges and restates all of the foregoing jurisdictional
17 allegations and general factual allegations in paragraphs 1 thru 44 herein.

18 **46.** Plaintiff TUCK is a consumer within the meaning of 15 U.S.C. §1681a(c).

19 **47.** DEBT COLLECTOR MBC is a furnisher of information within the
20 meaning of FCRA 15 U.S.C. §1681s-2.

21 **48.** Debt collector MBC willfully violated the FCRA. Defendant's violations
22 include, but are not limited to, the following:

23 (a) DEBT COLLECTOR MBC willfully violated 15 U.S.C. §1681b(f)
24 by obtaining plaintiff's consumer credit files without a permissible purpose as
25 defined by 15 U.S.C. §1681b.

26 **WHEREFORE**, plaintiff TUCK demands judgement for damages in the
27 amount of \$1,000.00 against DEBT COLLECTOR MBC for actual or statutory
28 damages, and punitive damages, attorney's fees and costs, pursuant to
15 U.S.C. §1681n.

XIII. COUNT IV
VIOLATION OF THE CALIFORNIA CONSUMER CREDIT REPORTING
AGENCIES ACT Civil Code §1785 et seq.
DEFENDANTS MBC, EI, TU, EIS AND DOES 1-25

49. Plaintiff TUCK re-alleges and restates all of the foregoing jurisdictional allegations and general factual allegations in paragraphs 1 thru 48 herein.

50. Within one years prior to the filing of the complaint in this action, defendant's , MBC, a Utah consumer credit card corporation, EQUIFAX (a "CRA") , TU, (a "CRA") EIS (a "CRA") and DOES 1-25, willfully and negligently violated the California Consumer Credit Reporting Agencies Act in at least the following ways:

a. By willfully and negligently failing, in the furnishing of derogatory credit information for the consumer report concerning plaintiff TUCK, to follow reasonable procedures to assure maximum possible accuracy of the information in the report;

b. By willfully and negligently furnishing to credit reporting agencies information about the plaintiff which defendant's , MBC, a Utah corporation, EQUIFAX (a "CRA") TU, (a "CRA") EIS (a "CRA") and DOES 1-25, knew, or should have known, was incomplete, inaccurate and/or unverifiable;

c. By willfully and negligently failing to correct and/or delete the incomplete and inaccurate information in plaintiff TUCK's consumer credit file after conducting an investigation;

d. By willfully and negligently failing to conduct an adequate investigation of plaintiff's complaints, and by willfully and negligently failing to implement corrective actions once the outcome of such investigations were known, or should have been known to defendant's , MBC, a Utah corporation, EQUIFAX (a "CRA") , TU, (a "CRA") EIS (a "CRA") and DOES 1-25,

1 e. By willfully and negligently failing to have proper procedures and
2 apparatus in place which would promptly and accurately delete or correct and
3 incorrect, incomplete or inaccurate credit reporting.

4 **51.** Each of the defendant's , MBC, a Utah corporation, EQUIFAX
5 (a "CRA") ,TU, (a "CRA") EIS (a "CRA") and DOES 1-25, ,willfully and
6 negligently failed in their obligations to reinvestigate and correct the derogatory
7 marks in plaintiff's consumer credit reports. Plaintiff TUCK hereby alleges that
8 each of the defendant's, MBC, a Utah corporation, EQUIFAX (a "CRA") ,
9 TU, (a "CRA") EIS (a "CRA") and DOES 1-25, inclusive policies and
10 practices hinder and obstruct adequate and meaningful re-investigations, and that
11 each defendant knows of the effect's of their conclusive policies and practices.

12 **52.** As a proximate result of the willful and negligent actions of the
13 defendant MBC a Utah corporation, EQUIFAX (a "CRA") ,TU, (a "CRA")
14 EIS (a "CRA") and DOES 1-25, inclusively, and each of them, plaintiff TUCK
15 has suffered both general and special damages in an amount which will be proven
16 at time of trial. As provided under the cited laws, plaintiff is entitled to actual
17 damages, loss of wages, damage to credit reputation for many years of pain and
18 suffering, costs and attorneys fees. Plaintiff is also entitled to punitive damages and
19 statutory penalties for willful statutory violations of the California Consumer Credit
20 Reporting Agencies Act Civ Code §1785 *et seq.*

21 **WHEREFORE**, Plaintiff TUCK demands judgement for damages against
22 all said mentioned herein in the amount of \$1.000.00, for actual, statutory, and
23 punitive damages, attorney's costs and fees pursuant to California Civil Code
24 §1785 *et seq.*, together with such other and further relief as the Court may deem
25 reasonable and just under the circumstances.

26 ///

27 ///

28 ///

VIII. COUNT V
VIOLATION OF CALIFORNIA ROSENTHAL
FAIR DEBT COLLECTION PRACTICES ACT CC 1788 et seq.
BY DEFENDANTS MBC and Does 1-25

53. Plaintiff TUCK re-alleges and restates all of the foregoing jurisdictional allegations and general factual allegations in paragraphs 1 thru 52 herein.

54. Plaintiff TUCK is a consumer within the meaning of 15 U.S.C. §1692 *et seq.*

55. Defendant MBC is seeking to collect a consumer debt from Plaintiff TUCK as defined by California Civil Procedure §1788(f).

56. The account in question is a consumer credit transaction as defined by California Civil Procedure §1788(e) as Plaintiff TUCK has allegedly received property, services or money from the defendant MBC or an extension of credit, and such property, services or money was used primarily for personal, family or household purposes.

57. Defendant MBC violated §1788.11(d) of the California Fair Debt Collection Practices Act (CFDCPA) by placing collection calls to Plaintiff TUCK'S personal cellular phone repeatedly and continuously so as to annoy Plaintiff TUCK.

58. Defendant MBC violated §1788.17 of the California Fair Debt Collection Practices Act (CFDCPA) by placing collection calls to Plaintiff TUCK'S personal cellular phone with such frequency as to be unreasonable and to constitute a direct intentional barrage of harassment towards Plaintiff TUCK under the circumstances.

59. Defendant MBC violated Section §1788.17 of the California Fair Debt Collection Practices Act (CFDCPA) by continuously failing to comply with the statutory regulations contained with the (FDCPA) 15 U.S.C. §1692 *et seq.*

I. Defendant MBC violated §1692d of the Fair Debt Collection Practices Act (FDCPA) by engaging in conduct the natural consequences of which is to harass, oppress, or abuse Plaintiff TUCK.

ii. Defendant MBC violated §1692d(5) of the Fair Debt Collection Practices Act (FDCPA) by directly causing Plaintiff TUCK'S cellular telephone to ring repeatedly and continuously, sometimes multiple times in the same day with the intent to annoy, abuse, or harass Plaintiff TUCK.

1 **WHEREFORE**, Plaintiff TUCK demands judgement for damages against MBC for
 2 actual, statutory, and attorney's fees and costs pursuant to §1788.30(b) and costs pursuant
 3 to §1788(c).

4 **X. COUNT VI**
 5 **AGAINST ALL THREE CRA'S**
 6 **FAILURE TO ESTABLISH PROPER PROCEDURES**
 15 U.S.C. §1681 et seq.
 DEFENDANTS EL, TU, EIS AND DOES 1-25

7 **60.** Plaintiff TUCK re-alleges and restates all of the foregoing
 8 jurisdictional allegations and general factual allegations in paragraphs 1 thru
 9 59 herein.

10 **61.** Defendant CRA's violated 15 U.S.C. §1681e(b) by failing to
 11 establish or to follow reasonable procedures to assure maximum possible
 12 accuracy in the preparation of the consumer credit report and consumer credit
 13 files it published and maintains concerning plaintiff TUCK.

14 **62.** As a result of this conduct, action and inaction of defendant's
 15 CRA's, plaintiff TUCK suffered damages by loss of credit, denial of rental
 16 of houses and commercial buildings, loss of ability to purchase and benefit
 17 from credit, mental and emotional pain and anguish and the humiliation and
 18 embarrassment of credit denials.

19 **63.** Defendants CRA's conduct, action, and inaction was willful,
 20 rendering it liable for punitive damages in the amount to be determined by the
 21 court pursuant to 15 U.S.C. §1681n. In the alternative, it was negligent,
 22 entitling plaintiff to recover under 15 U.S.C. §1681o.

23 **64.** Plaintiff is entitled to recover attorneys fees from defendant
 24 CRA's in an amount to be determined by the Court pursuant to 15 U.S.C.
 25 §1681n and/or §1681o.

26 **WHEREFORE**, Plaintiff TUCK demands judgement for damages against
 27 MBC for actual, statutory, and attorney's fees and costs pursuant to §1681n and/or
 28 §1681o in the amount of \$1,000.00.

XI. COUNT VII
FAILURE TO CORRECT CONSUMER BILLING ERRORS
IN A TIMELY MANNER

15 U.S.C. §1666 et. seq.
AGAINST ALL DEFENDANTS MBC, EL, TU, EIS AND DOES 1-25

65. Plaintiff TUCK re-alleges and restates all of the foregoing jurisdictional allegations and general factual allegations in paragraphs 1 thru 64 herein.

66. Defendant MBC and all three CRA's violated 15 U.S.C. §1666 by totally ignoring all four (4) of plaintiff TUCK's written certified demands for correction of all incorrect information placed there by the defendants.

67. Defendant MBC and all three CRA's violated 15 U.S.C. §1666 by not providing any type of investigation or re-investigation of any type and negated to perform such required duties as defined in 15 U.S.C. §1666 within the statutory time frames set out in this federal statute.

68. Defendant MBC and all three CRA's violated 15 U.S.C. §1666 by not providing plaintiff TUCK with any timely documentation or clarification to the contrary within the legal time frame laid out in this statute.

WHEREFORE, Plaintiff TUCK demands judgement for damages against MBC for actual, statutory and punitive damages pursuant to §1666 et seq., in the amount of \$1,000.00 per month, per credit report [*inside the applicable timeframe*] [*i.e. a 12 month period of time of wrongful life-changing negative credit reporting on all three (3) CRA reports would be $12 \times \$1000 \times 3 = \$36,000.00$ dollars accordingly*].

XII. PRAYER

I, DEBORAH TUCK, the Plaintiff In Pro Se, in the above-entitled case respectfully prays for judgment as follows:

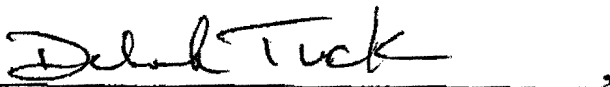
1. For actual, general and special damages according to the proof at trial;
2. For statutory penalties or civil penalties for each separate statutory violation where allowed by statute.

3. For punitive damages against Defendants according to proof at trial and using the applicable punitive damages standards from the involved statutes;
4. For attorney's fees where authorized by statute or law;
5. For costs and expenses of suit; and
6. For such other relief as the court deems just and proper.

XIII. DEMAND FOR JURY TRIAL

69. Plaintiff DEBORAH TUCK hereby demands a trial by jury of all issues so triable as a matter of law.

Respectfully submitted to this court this 11th day of April 2016.



DEBORAH TUCK, Plaintiff In Pro Se.
1600 E. Vista Way #85
Vista, CA 92084
Ph: 760-840-1806

XI. VERIFICATION
DECLARATION OF PLAINTIFF DEBORAH TUCK

I, DEBORAH TUCK, declare as follows:

70. I am the In Pro Se Plaintiff in the above-entitled Ninth Circuit District case.

71. I am of age, sound mind and competent to testify to all of the facts based on first-hand knowledge of all of the aforementioned items so stated.

72. I have been damaged *financially, socially and emotionally* since July 15, 2012 as a direct result of defendant's , MBC, a Utah corporation, EQUIFAX (a "CRA") TU,(a "CRA") EIS (a "CRA") and DOES 1-25, inclusively, unlawful actions and conduct including more than fifty (50) calls to my cellular phones.

73. I have read the foregoing pleading's in their entirety and believe all of the fact's therein so stated to be both true and correct.

74. I declare under the penalty of perjury pursuant to the laws of California and the Courts of the United States, that the foregoing is true and correct to the best of my knowledge, information and belief.

75. Plaintiff TUCK demands judgement for damages against defendant's , MBC, a Utah corporation, EQUIFAX (a "CRA") TU,(a "CRA") EIS (a "CRA") and DOES 1-25, inclusively, , for actual, statutory, and punitive damages, attorney's costs and fees pursuant to pursuant to §1788.30(b) and costs pursuant to §1788.33(c) together with such other and further relief as the Court may deem reasonable and just under the circumstances.

Dated this 11th day of April 2016 By: Deborah Tuck

DEBORAH TUCK, Plaintiff In Pro Se

1 Deborah Tuck vs. Merrick Bank Corporation, et al.
2 United States District Court Case No.

3
4 **CERTIFICATE OF SERVICE**

5 I, Richard Caruso, the undersigned declare under the penalty of perjury that I
6 am over the age of eighteen years and not a party to this action;
7 that I served the above-named defendant's the following documents:

8
9 • **COMPLAINT FOR DAMAGES**

10 By placing copies of the above-described documents filed with this court in a separate
11 envelope, with postage fully pre-paid, for each address named below and deposited each in the
12 U.S. mail.

- 13 • MERRICK BANK CORPORATION
14 10705 S. Jordan Gtwy, Suite 200
South Jordan, Utah, 84095
- 15 • EQUIFAX INC.,
16 1150 Lake Hearn Drive NE, Atlanta, GA 30343
- 17 • TRANS UNION LLC,
555 W. Adams Street Chicago, IL 60661
- 18 • EXPERIAN INFORMATION SOLUTIONS INC.,
19 475 Anton Blvd., Costa Mesa, CA 92626

20 Executed on this 11th day of April 2016, in San Diego county, U.S.A.

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22 By Richard Caruso
23 RICHARD CARUSO
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